

SIGNED.



TIFFANY & BOSCO
P.A.

Dated: March 15, 2010

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192


JAMES M. MARLAR
Chief Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-03597

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 0:10-bk-02703-JMM

Jose Contreras
Debtor.

Chapter 7

ORDER

Wells Fargo Bank, N.A.
Movant,
vs.

(Related to Docket #19)

Jose Contreras, Debtor, Jim D. Smith, Trustee.
Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated March 15, 2007 and recorded in the office of the
3 Yuma County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Jose Contreras
4 has an interest in, further described as:

5 Lot 191, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the office of
6 the County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98:

7 EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous
8 nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all
9 materials which may be essential to production of fissionable material as reserved in Arizona
10 Revised Statutes.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.
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